

September, in the year Nineteen Hundred and Fifty, and recorded immediately prior to the said mortgage among the Land Records of Frederick County in Liber No. 487, folio 349, to which said deed reference is made in the said mortgage for a more particular description by metes and bounds of the property therein intended to be conveyed, as surveyed by George B. John, Surveyor for Carroll County, on February 27, 1948; in which said mortgage it was among other things provided that if default should be made in the payment of the said promissory note when it matures and becomes payable, or if default should be made in the payment of any one installment of interest thereon, or if default should be made in the performance of any covenant or condition in the said mortgage contained, then in either case, the whole mortgage debt should become due and payable and it should be lawful for the said The Birnie Trust Company, a body corporate, its agent or attorney, or its assigns, to sell the property thereby mortgaged at public auction for cash, at the Court House door in Frederick City, Frederick County, State of Maryland, after first giving, however, at least three weeks public notice of the time, place, manner and terms of sale by advertisements inserted at least once a week in some one or more of the newspapers published in Frederick County, and to apply the proceeds of such sale as in said mortgage stipulated.

All of which will fully appear by reference to the original of the said mortgage filed as Exhibit A to the request to docket suit heretofore filed in this cause, which said Exhibit, together with all other exhibits herewith produced, it is prayed may be taken and considered as part of this petition and report.

SECOND: That default having been made in the payment of said indebtedness at the time limited for the payment thereof, and also in the payment of the interest thereon when said interest became due and payable, the said The Birnie Trust Company, a body corporate, transferred and assigned the said mortgage to the said Parsons Newman, for the purpose of foreclosure, by endorsement to that effect at the foot of said mortgage, which will also fully appear by reference to the said